COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Point Foundation, Inc., A California Non-Profit orginazation, hereinafter referred to as LESSEE, the sum of $ 3,618.00 (Three Thousand Six Hundred Eighteen and no/100------- DOLLARS), evidenced by check COPY, as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 1/1/95 to 1/31/95	$ 3,618.00	$ Ø	$ 3,618.00
Security deposit (not applicable toward last month's rent) on file	$ 350.00	$ 350.00	$ Ø
Other	$	$	$
TOTAL	$ 3,968.00	$ 350.00	$ 3,618.00

In the event that this Lease is not accepted by the Lessor within 7 days, the total deposit received shall be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Sausalito, County of Marin, State of California, described as 27 and 65G Gate Five Rd., 2 office spaces consisting of approximately 1,620 and 572 square feet upon the following TERMS and CONDITIONS:

1. **TERM:** The term hereof shall commence on January 1, 19 95, and end on December 31, 19 95.
2. **RENT:** The total rent shall be $ 43,416.00, payable as follows: Monthly rent of $3,618.00 due and payable on the first calendar day of each month.
   All rents shall be paid to Lessor or his/her authorized Agent, at the following address: MSJV/c/o Losk & Co. Real Estate, 4460 Redwood Hwy Ste. 4, San Rafael, CA 94903, or at such other places as may be designated by Lessor from time to time. In the event rent is not paid **within** 9 **days** after due date, Lessee agrees to pay a **late charge** of $ 10% of the unpaid rent plus interest at 10 % per annum on the delinquent amount. Lessee further agrees to pay $ 25.00 for each dishonored bank check. The late charge period is **not** a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
3. **USE:** The premises are to be used for the operation of general office use and for no other purpose, without prior written consent of Lessor. Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
4. **USES PROHIBITED:** Lessee shall not use any portion of the premises for purposes other than those specified. No use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee shall not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall terminate this Lease.
6. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach of this Lease.
7. **MAINTENANCE, REPAIRS, ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment. The premises shall be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, except the roof, exterior walls, structural foundations, and: Landscaping, except for Lessee's negligence, which shall be maintained by Lessor. Lessee shall also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would be maintained by Lessor.

   No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.
8. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and shall permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
9. **INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.
10. **POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor shall not be liable for any damage caused by the delay, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within** 1 **days** of the commencement term in Item 1.
11. **LESSEE'S INSURANCE:** Lessee, at his/her expense, shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with minimum coverage as follows: General liability insurance at a limit of no less than $500,000.00 per occurance for bodily injury and property damage. Lessee shall also maintain his own personal property coverage. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**
12. **LESSOR'S INSURANCE:** Lessor shall maintain hazard insurance covering one hundred percent (100%) replacement cost of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property or leasehold improvements.
13. **SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.
14. **UTILITIES:** Lessee agrees that he/she shall be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Utilities shall be billed back to Lessee on a pro-rata basis.
15. **SIGNS:** Lessor reserves the exclusive right to the roof, side and rear walls of the premises. Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which shall not be unreasonably withheld.
16. **ABANDONMENT OF PREMISES:** Lessee shall not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises shall be deemed to be abandoned, at the option of Lessor.
17. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease shall terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong solely to the Lessor; except that Lessee shall be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but shall pay for all costs necessary to repair any damage to the premises occasioned by the removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor shall promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days.** Such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days,** this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period.**
20. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
21. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

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ADDENDUM #1

38. The monthly rent for 27 Gate Five Rd. is $2,673.00 per month.
    The monthly rent for 65G Gate Five Rd. is $945.00 per month.

39. Lessee shall be allowed access to the phone closet in 65M with reasonable notice in order to monitor or repair their phone equipment when necessary. This access shall be allowed during normal business hours only.

LESSEE _____ DATE _____

LESSOR _____ DATE _____

SALE/LEASE HAZARDOUS MATERIALS DISCLOSURE

PROPERTY: 27 and 65 G Gate Five Rd., Sausalito, CA

Various construction materials may contain items that have been or may in the future be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components PCBs, and asbestos has been used in components such as fire-proofing,heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles,roofing dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals,minerals,chemicals,hydrocarbons,or biological or radioactive items (including electric and magnetic fields)in soils,water,building components,above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert instructions are necessary. Current or future laws may require clean up by past,present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may wish to include in transaction documents regarding the Property.

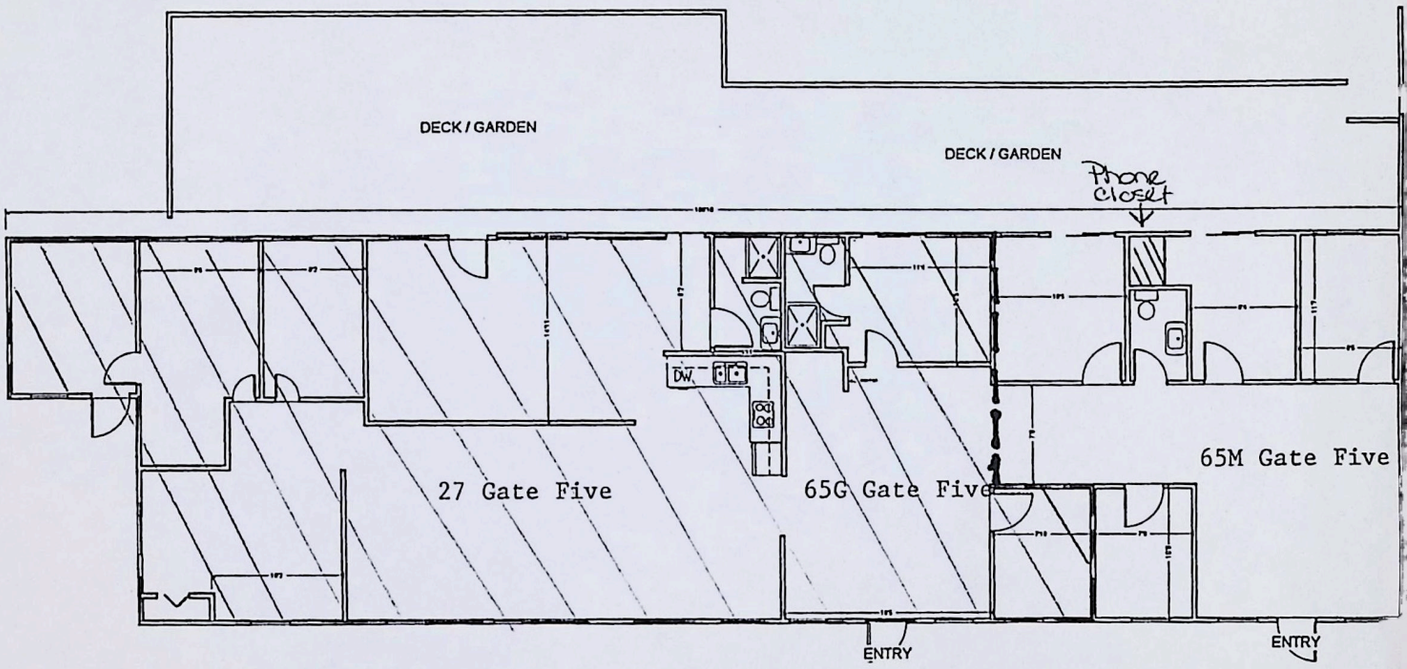
To the best of Seller/Lessor's knowledge,Seller/Lessor has attached to this Disclosure copies of all existing surveys and reports known to Seller/Lessor regarding abestos and other hazardous materials and undesirable substances related to the Property. Sellers/Lessors are required under California Health and Safety Code Section 25915 et seq. to disclose reports and surveys regarding asbestos to certain persons,including their employees, contractors, co-owners, purchasers and tenants. Buyers/Tenants have similiar disclosure obligations.Sellers/Lessors and Buyers/Tenants have additional hazardous materials disclosure responsibilities to each other under California Health and Safety Code Section 25359.7 and other California laws.Consult your attorney regarding this matter. Losk & Company Real Estate is not qualified to assist you in this matter or provide you with other legal or tax advice.

AMERICANS WITH DISABILITIES ACT DISCLOSURE

The United States Congress has recently enacted the Americans With Disabilities Act. Among other things,this act is intended to make many business establishments equally accessible to persons with a variety of disabilities;modifications to real property may be required. State and local laws may also mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now or in the future. Owners, tenants, buyers and sellers should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real Estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Seller/Lessor	Buyer/Lessee
By:_____	By:_____
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT "C"


DECK / GARDEN
DECK / GARDEN
Phone closet
DW
27 Gate Five
65G Gate Five
65M Gate Five
ENTRY
ENTRY